in some other beneficiary the creditors cannot reach the proceeds. *Washington Central Bank* v. *Hume* (1888) 128 U. S. 195, 9 Sup. Ct. 41; *Shaver* v. *Shaver* (1898) 35 App. Div. 1, 54 N. Y. Supp. 464 (*semble*); *contra, Fearn* v. *Wald* (1886) 80 Ala. 555, 2 So. 114. Granting that the insured does not make a gift of the policy when he insures his life for the benefit of another, still it would seem that there is a gift of the premiums. If this is fraudulent the creditors should be permitted to follow them into new forms until they reach an innocent purchaser for value. *Cf. Treadway* v. *Turner* (Ky. 1889) 10 S. W. 816. In the case of insurance premiums the money assumes the form of the proceeds of the policy. Therefore the proceeds of a policy purchased with premiums paid in fraud of creditors should be recoverable. In cases of which the principal one is an example, an element of public policy enters because of the desire to allow even an insolvent to provide reasonably for his dependents. See *Washington Central Bank* v. *Hume, supra,* 211. Many jurisdictions have statutes expressly validating such transactions. See Moore, *Fraudulent Conveyances* (1908) 124n. This consideration did not enter into the instant case, however, as the beneficiary consented to the application of the excess to the payment of the decedent's debts.

DAMAGES—LIQUIDATED—ALTERNATIVE OF ACTUAL DAMAGES.—The plaintiff contracted to complete work for the defendant by a certain date. The contract provided that the plaintiff was to pay $50 for each day's delay, or to permit the recovery of actual damages at the election of the defendant. In an action for payment, the defendant counter-claims for the stipulated sum. *Held,* counter-claim disallowed. *Elzy* v. *Waterloo, C. F. & N. Ry. Co.* (Iowa 1921) 183 N. W. 378.

Liquidated damages aim to avoid litigation by allowing those most competent to judge to estimate the damages; thus enabling the parties to know in advance the measure of their obligations. See *Sun Printing & Pub. Ass'n* v. *Moore* (1902) 183 U. S. 642, 670, 671, 22 Sup. Ct. 240. Such damages are enforceable. *Sun Printing & Pub. Ass'n* v. *Moore, supra.* If, however, they amount to a penalty, they are unenforceable. *Pacific Hard. & Steel Co.* v. *United States* (1913) 48 Ct. Cl. 399. Stating the sum to be "liquidated damages" is not conclusive. *Elzey* v. *City* (1915) 172 Iowa 643, 154 N. W. 901. Where actual damages are readily ascertainable, the tendency is to construe the clause as a penalty. *Kay Gee Amusement Co.* v. *Cave* (1913) 177 Ill. App. 250. The nature of the agreement is to be determined as of the time the contract was made. See *Seidlitz* v. *Auerbach* (1920) 230 N. Y. 167, 172, 129 N. E. 461. If the interpretation of the agreement is doubtful, it will be considered a penalty. See *Ayers* v. *Houston* (1920) 193 App. Div. 145, 148, 183 N. Y. Supp. 808. In the instant case, the parties, by providing alternatively for actual damages, showed clearly that no effort was made to conform the stipulated to the actual damages. It would therefore seem that they regarded the provision rather as a penalty, and the court properly so construed it.

DIVORCE—ALIMONY *Pendente Lite*—WIFE'S RIGHT WHERE SHE HAS SEPARATE ESTATE.—In an application for alimony pending suit by the wife for divorce, it appeared that she had a separate estate of $4,200. *Held,* application denied. *Evans* v. *Evans* (Miss. 1921) 88 So. 481.

Alimony *pendente lite* is granted in a divorce action to a defending wife who denies the husband's allegations, when she has no sufficient separate means of support. See *Suydam* v. *Suydam* (1911) 79 N. J. Eq. 144, 147, 80 Atl. 1057. Where she is the complainant she must in addition show a sufficient cause of action in her pleadings, or such alimony is denied. *Suydam* v. *Suydam, supra.* Under the general rule the court looks to the relative resources of the parties in deciding whether the necessity for such alimony exists. *Earle* v. *Earle* (1911)

147 App. Div. 930, 132 N. Y. Supp. 569; *Seitz* v. *Seitz* (1920) 192 App. Div. 924. Where the wife's means, in comparison with the husband's, are such as to make alimony not reasonably necessary, it is denied. *Seitz* v. *Seitz, supra* (*semble*). In some states she must have a sufficient income as distinguished from capital resources, to support herself. *Cignioni* v. *Cignioni* (1916) 139 La. 978, 72 So. 707; see *Kittle* v. *Kittle* (1920) 86 W. Va. 46, 55, 102 S. E. 799. The present case adopts the test of taking mere'y the resources of the wife into consideration. This seems less satisfactory than the general practice, which is to examine all the circumstances, and, after a comparison with the income and estate of the husband, to deny alimony only when there is no reasonable necessity therefor.

DOWER—LAND CONVEYED PRIOR TO MARRIAGE—HUSBAND'S EQUITABLE INTEREST.—A conveys property to his son upon an agreement to reconvey on demand. Subsequently, A meets the plaintiff to whom he represents that he owns much realty; whereupon she marries him. The son refuses to reconvey and the plaintiff joining A and the son, sues to establish inchoate dower. On demurrer by the son, *held*, one judge dissenting, the action is maintainable. *Melenky* v. *Melen et al.* (App. Div. 4th Dept. 1921) 189 N. Y. Supp. 798.

A wife's dower depends on her husband being seized of a present freehold as well as an estate of inheritance. *Phelps* v. *Phelps* (1894) 143 N. Y. 197, 38 N. E. 280. In the same jurisdiction, an equitable right in the husband to have property conveyed did not give the wife inchoate dower. *Nichols* v. *Park* (1903) 78 App. Div. 95, 79 N. Y. Supp. 547. Later a divided court decided there was inchoate dower in realty in which the husband had only an equitable interest. *Lugar* v. *Lugar* (1914) 160 App. Div. 807, 146 N. Y. Supp. 37. It seems well settled in other jurisdictions that an ante-nuptial conveyance, lacking consideration, and without the intended wife's knowledge or consent is a fraud on the wife and she is entitled to dower. *Ward* v. *Ward* (1900) 63 Ohio St. 125, 57 N. E. 1095. But a similar conveyance before the engagement to marry, and not in contemplation thereof, will not be set aside. *Bliss* v. *West* (1890) 58 Hun 71, 11 N. Y. Supp. 374, *aff'd* (1892) 132 N. Y. 589, 30 N. E. 868. In the principal case, it is difficult to conceive of the original conveyance as a fraud on the wife. The failure to reconvey was at most a fraud on the father. If the instant decision is based on the latter ground, the result is that a wife may enforce her husband's equitable rights to the extent that she will derive a benefit therefrom. It is rather to be believed that the result of the case is to give a wife dower in her husband's equitable interest: a result in line with the tendency of the New York court.

ESTOPPEL—INVALID DIVORCE DECREE—REMARRIAGE—PROPERTY RIGHTS.—An invalid decree had been obtained against the petitioner in this action for a widow's allowance. With full knowledge, the petitioner had remarried. *Held*, petitioner was estopped to assert the invalidity of the decree. *Parmelee* v. *Hutchins* (Mass. 1921) 131 N. E. 443.

By the great weight of authority, remarriage estops one from asserting a decree of divorce is invalid. *Arthur* v. *Israel* (1890) 15 Colo. 147, 25 Pac. 81; *Bruguiere* v. *Bruguiere* (1916) 172 Cal. 199, 155 Pac. 988; *contra, In re Christensen's Estate* (1898) 17 Utah 412, 53 Pac. 1003. Even without remarriage, the party securing the divorce is estopped. *Starbuck* v. *Starbuck* (1903) 173 N. Y. 503, 66 N. E. 193; see (1901) 1 COLUMBIA LAW REV. 485. In these cases there is no estoppel *in pais;* but the courts will not suffer one to question a judgment after having accepted benefits thereunder. See *Hunt* v. *Wright* (Tex. 1911) 139 S. W. 1007, 1009. Some courts make a distinction between void and voidable decrees, holding that the former cannot be vitalized by acts of the parties. See *In re Christensen's Estate, supra,* 425 *et seq.* No distinction should be drawn since the